



DEFENSE LOGISTICS AGENCY
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VIRGINIA 22060-6222

IN REPLY
REFER TO DESC-PLB

15 AUGUST 2003

Ladies and Gentlemen:

Request for Proposal (RFP) SP0600-01-R-0036-0006, Customer Organized Group (COG6), Purchase Program 3.26 is hereby issued to solicit the following requirements:

SHAWNEE MISSION, KS

SHAWNEE MISSION
KS, U.S. POSTAL SERVICE, VMF
6029 BROADMOOR STREET
SHAWNEE MISSION, KS 66202-9603
JOHNSON COUNTY
DELIVERY FEDAAC: 1862E0
ORDERING OFFICE: (913) 831-5364

SHAWNEE MISSION, KANSAS

KANSAS, UNITED STATES POSTAL SERVICE, VMF, 6029 BROADMOOR STREET,
66202-9603
LOCATION A: SHAWNEE MISSION MAIN OFFICE; 6029 BROADMOOR ST., SHAWNEE
MISSION KS
LOCATION B: SHAWNEE BRANCH OFFICE; 6201 NEIMAN RD., SHAWNEE, KS
LOCATION C: BLUE VALLEY BRANCH; 12433 ANTIOCH RD., OVERLAND PARK, KS
LOCATION D: BROOKRIDGE BRANCH; 9727 ANTIOCH RD., OVERLAND PARK, KS
LOCATION E: INDIAN CREEK BRANCH; 4225 107TH ST., OVERLAND PARK, KS
LOCATION F: OVERLAND PARK BRANCH; 8010 CONSER ST., OVERLAND PARK, KS
LOCATION G: LEAWOOD BRANCH; 3500 WEST 95TH ST., LEAWOOD, KS
LOCATION H: LENEXA BRANCH; 8820 MONROVIA ST., LENEXA, KS
LOCATION I: OLATHE EAST BRANCH; 15050 WEST 138TH ST., OLATHE, KS
LOCATION J: OLATHE WEST BRANCH; 110 N. CHESTNUT ST., OLATHE, KS
LOCATION K: PRAIRIE VILLAGE BRANCH; 3710 WEST 73RD TER., PRAIRIE
VILLAGE, KS
JOHNSON COUNTY

DELIVERY FEDAAC: 1862E0
ORDERING OFFICE: 913-831-5364
ORDERING FEDAAC: 1862E0
BILLING FEDAAC: 1862E0



ITEMSEST. QTY
GALLONSOFFER
PRICEC50-24GASOHOL, REGULAR UNLEADED (GUR)

97,110 GL

TANK WAGON INTO

42 VEHICLES AT LOCATION A

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

40 VEHICLES AT LOCATION B

DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

63 VEHICLES AT LOCATION C

DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

41 VEHICLES AT LOCATION D

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

29 VEHICLES AT LOCATION E

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

21 VEHICLES AT LOCATION F

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

14 VEHICLES AT LOCATION G

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

42 VEHICLES AT LOCATION H

DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

33 VEHICLES AT LOCATION I

DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

28 VEHICLES AT LOCATION J

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

33 VEHICLES AT LOCATION K

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

C50-28GASOLINE REGULAR UNLEADED (MUR)

0 GL

TANK WAGON INTO

42 VEHICLES AT LOCATION A

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

40 VEHICLES AT LOCATION B

DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

63 VEHICLES AT LOCATION C

DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

41 VEHICLES AT LOCATION D

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

29 VEHICLES AT LOCATION E

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

21 VEHICLES AT LOCATION F

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

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DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

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DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

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DELIVERY REQUIRED 2 NIGHTS PER WEEK FROM 6:00 PM - 6:00 AM

28 VEHICLES AT LOCATION J

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

33 VEHICLES AT LOCATION K

DELIVERY REQUIRED 1 NIGHT PER WEEK FROM 6:00 PM - 6:00 AM

NOTE: THIS IS AN ALTERNATIVE LINE ITEM FOR ITEM C50-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

The terms and conditions of solicitations SP0600-01-R-0036 through SP0600-01-R-0036-0005, as amended are hereby incorporated into this solicitation, except as indicated herein.

Under clause B19.19, ECONOMIC PRICE ADJUSTMENT, the base reference date is August 11, 2003. The base reference price as of this date for line item C50-24; C50-28 is \$1.1117. The base reference price for line item C50-67 is \$0.9693. The base reference price for line item C50-68 is \$0.9385. Prices for gasoline and diesel products are as published by OPIS under the heading Kansas City Kansas weekly average. Offerors offering under C50-E8 are advised to pay special attention to Clause B19.27-3 as it dictates escalation procedures for this Fuel, Ethanol item. The base reference date for line item C50-E8 under this clause is August 11, 2003.

The following clauses are hereby deleted from solicitation SP0600-01-R-0036:

- C16.69 FUEL SPECIFICATIONS (PC&S) (DESC SEPT 2000)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS—CORPORATE TRADE EXCHANGE (DESC JUNE 2000)
- K15 RELEASE OF UNIT PRICES (DESC JUL 2002)

The following clauses are hereby added to solicitation SP0600-01-R-0036-0006. Clauses listed below will be faxed under separate cover.

- B19.27-3 ECONOMIC PRICE ADJUSTMENT –MARKET PRICE (PC&S) (ETHANOL) (DESC JUN 2002)
- C16.14 FUEL, ETHANOL (PC&S) (DESC FEB 2003)
- C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS-CORPORATE TRADE EXCHANGE (DESC FEB 2003)
- K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

Due to the urgency of the requirement, the Government may award a contract on the basis of initial offers received without discussion. The government intends to award a contract to the responsible offeror whose offer conforming to the specifications will be the most advantageous to the Government, price and other factors specified elsewhere in the solicitation considered. Accordingly, each offer should be submitted on the most favorable terms, from a price and technical standpoint.

If an Offeror Submission Package (OSP) was submitted under the master solicitation SP0600-01-R-0036, then an OSP is not required for this solicitation. However, your offer shall state, "the contractor's certifications submitted under RFP SP0600-01-R-0036 remain valid". Your offer must also include a statement that "None of the prohibitions under clause K1.05, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS and K85, DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY, included in solicitation SP0600-01-R-0036 are applicable." Points of contact for this acquisition are Lisa L. O'Brien, Contract Specialist, (703) 767-9534; e-mail: lisa.obrien@dla.mil or Michelle M. Smith, Contract Specialist, (703) 767-9533; e-mail: michelle.m.smith@dla.mil; facsimile number (703) 767-8506.



TYLER D. PARKER
Contracting Officer
Ground Fuels Division II
Direct Delivery Fuels

B19.27-3 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (ETHANOL) (DESC JUN 2002)

(a) **WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in this contract do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder for listed items shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price accepted by the Government for the item of supply identified by the item number.

(2) **Base market price** means the industry publication, Contractor's posted price, or the Contractor's supplier's price to be used in determining an economic price adjustment of the award price of an individual product for the market area and time period specified in this clause. The base market price is shown in paragraph (g), Column V of the Market Indicator Table and is the price from which economic price adjustments are calculated pursuant to this clause. The Contractor will propose a base market price which is subject to review by the Government to ensure it accurately reflects market conditions.

(3) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change from the base market price (see Column V of the Table below).

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time the vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time the vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date the product is received on a truck-by-truck basis.

(c) **PRICE ADJUSTMENTS.** The Contractor's price change notification shall be submitted in writing within 5 calendar days of such change. Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page at <http://www.desc.dla.mil> under the heading **Doing Business with DESC**.

(1) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall include a copy of the Contractor's supplier's notice or invoice, which clearly shows the supplier's name, the increase/decrease in price or invoice, the applicable product, and the effective date of the change.

(2) **CHANGE IN CONTRACTOR'S POSTED PRICE.** The price change notification documentation shall be sufficient to justify such change and shall include, but not be limited to, the actual supplier-published fuel prices (rack, terminal, truck, etc.) clearly annotated for the fuel type to be procured and the effective date of the price change.

(3) In the event the Contracting Officer determines the justification is insufficient to warrant such a change in the supplier's price or the Contractor's posted price, the Contractor will be notified within 3 working days of DESC's receipt of the price change notification. The Contractor shall continue performance under this contract until the situation is resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **CHANGE IN INDUSTRY PUBLICATION PRICE.** In the event that there is a change in the industry publication price used to effect a change in base market price, the Contractor will notify the Contracting Officer in writing and include substantiating documentation.

(5) **CALCULATIONS.** The prices payable hereunder shall be determined by adjusting the award price by the same number of cents, or fractions thereof, that the base market price increases or decreases per like unit of measure between the date shown in Column V of the Table below and the date of delivery. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(6) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the base market price within the allotted 5-day period, such decrease shall apply to deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease from the base market price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date reimbursement is received from the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(7) **INCREASES.** Any increase in award price as a result of an increase in the base market price shall apply to all deliveries made on or after the date of receipt by the Contracting Officer of written notification from the Contractor of such increase in accordance with paragraph (c) above. However, no notification incorporating an increase in an award price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(8) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(9) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any award price shall not exceed 60 percent of the award price in any applicable program year (whether it is a single year or a multiyear program), except as provided hereafter:

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in

writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the base market price would raise an award price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **REVISION OF MARKET PRICE INDICATOR.** If any applicable market price indicator (industry publication price, supplier's price, or Contractor's posted price) is discontinued, its method of derivation is altered substantially, or the Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) **MARKET INDICATOR TABLE.**

I	II	III	IV	V
		If company - name of product; If publication - heading under which market price is published <u>and name of product</u>	Location where market price <u>is applicable</u>	Base market price as of <u>AUGUST 11, 2003</u> (base market date) <u>excludes all taxes)</u>
<u>Item no.</u>	<u>Name of company/ publication</u>			

C16.14 FUEL, ETHANOL (PC&S) (DESC FEB 2003)

Product shall conform to ASTM D 5798. ASTM D 5798 covers fuel blends for nominally 75 to 85 volume percent denatured fuel, ethanol, and 25 to 15 additional volume percent hydrocarbons. Fuel, ethanol, must meet all requirements of ASTM D 5798 specification, including the requirement that the minimum percentage of ethanol must be seasonally and geographically adjusted in accordance with Tables 1 and 2 of ASTM D 5798. The purpose of adjusting the ratio of ethanol to hydrocarbons is to ensure suitable vehicle operation under varying ambient temperature conditions applicable to the time and place of delivery. The National Stock Number applicable to this product grade is shown below.

NATIONAL STOCK NUMBER

9130-01-470-2024

PRODUCT NOMENCLATURE

Fuel Ethanol for Automotive Spark-Ignition Engines

(DESC 52.246-9FFG)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>AKI, MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC	<u>AKI, MINIMUM</u>
		PRODUCT <u>CODE</u>	
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) OXYGENATE REQUIREMENTS.

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.

Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

(1) OCTANE REQUIREMENTS.

(i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC	<u>AKI, MINIMUM</u>
		PRODUCT <u>CODE</u>	
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade MMR	89	
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) OXYGENATE REQUIREMENTS.

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State; and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) DIESEL FUEL. ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

(1) APPLICABLE TO ALL DIESEL GRADES.

(i) ADDITIVES.

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with the ASTM method D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; AND

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** Product shall conform to ASTM D 396, as modified by the requirement of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>		<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3} 0.2 ppm max	2 ppm max	
3.	Chromium	EPA SW-846 6010 ^{2,3} 1.0 ppm max	10 ppm max	
4.	Lead	EPA SW-846 6010 ^{2,3} 10 ppm max	100 ppm max	
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100°F (38°C) min

NOTES:

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- (4) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.
- (5) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: _____

(6) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(7) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ1)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)